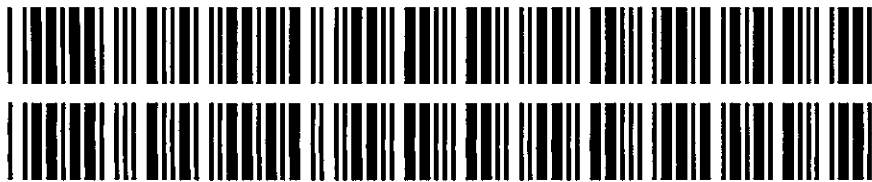
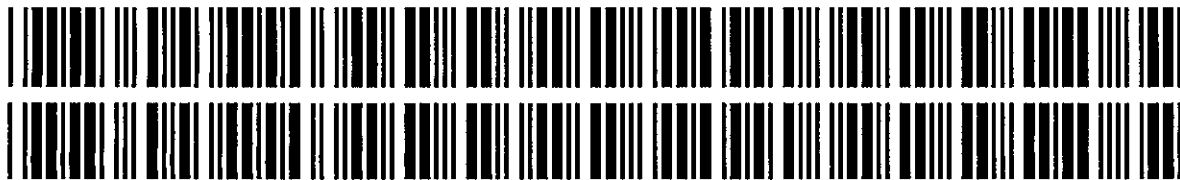


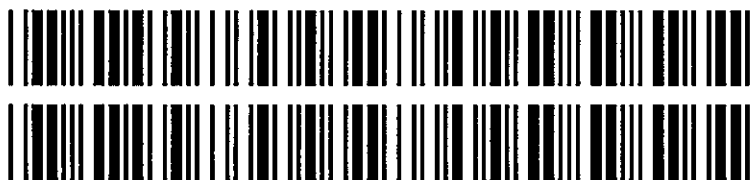
CV-S-00-0795



CV-S-00-0795-0003



08/17/2000



*A / /



1 MITCHELL D. GLINER, ESQ.
2 Nevada Bar #003419
3 3017 West Charleston Boulevard
Suite 95
4 Las Vegas, NV 89102
(702) 870-8700
Attorney for Plaintiff

RECEIVED
AND FILED

AUG 17 3 41 PM '00

LANCE S. WILSON
CLERK

BY HW
DEPUTY

5 UNITED STATES DISTRICT COURT
6 DISTRICT OF NEVADA

7 FRANK MAGRIN,
8 Plaintiff,

9 vs.

No. CV-S-00-0795-PMP-LRL

10 THE CREDIT STORE, a foreign
11 corporation, formerly CREDIT
STORE, INC. (THE), and
12 UNIFUND CCR PARTNERS, INC.,
a foreign corporation,

13 Defendants.

SIX PERSON JURY DEMANDED

14
15 AMENDED COMPLAINT

16 JURISDICTION

17 1. The jurisdiction of this Court attains pursuant to the
18 FDCPA, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331, 28 U.S.C. § 1332,
19 and the doctrine of supplemental jurisdiction. Venue lies in the
20 Southern Division of the Judicial District of Nevada as Plaintiff's
21 claims arose from acts of the Defendant(s) perpetrated therein.

22
23 PRELIMINARY STATEMENT

24 2. This action is instituted in accordance with and to
25 remedy Defendants' violations of the Federal Fair Debt Collection
26 Practices Act, 15 U.S.C § 1692 et seq. (hereinafter "FDCPA"), and
27 of related state law obligations brought as supplemental claims
28 hereto.

LAW OFFICES

MITCHELL D. GLINER
3017 W. Charleston Blvd.
Suite 95
Las Vegas, Nevada 89102

(702) 870-8700

1 3. In 1997, Defendants initiated a campaign of abusive,
2 unfair, unreasonable, and unlawful debt collection activity
3 directed against Plaintiff at Plaintiff's home in Las Vegas,
4 Nevada.

5 4. As a result of these and other violations of law,
6 Plaintiff seeks hereby to recover actual and statutory damages
7 together with reasonable attorney's fees and costs.

8
9 PARTIES

10 5. Plaintiff, Frank Magrin, is a natural person who resides
11 in Las Vegas, Nevada, and is a "consumer" as defined by 15 U.S.C.
12 Section 1692a(3) and allegedly owes a "debt" as defined by 15
13 U.S.C. Section 1692a(5).

14 6. Defendant, The Credit Store (TCS), a foreign corporation,
15 is a Delaware corporation, the principal purpose of whose business
16 is the collection of debts, operating a debt collection agency from
17 its principal place of business in Pierre, South Dakota, and
18 regularly collects or attempts to collect debts owed or due or
19 asserted to be owed or due another, and is a "debt collector" as
20 defined by 15 U.S.C. Section 1692a(6).

21 7. Defendant, Unifund CCR Partners, Inc. (Unifund), a
22 foreign corporation is a Ohio corporation, the principal purpose of
23 whose business is the collection of debts, operating a debt
24 collection agency from its principal place of business in
25 Cincinnati, Ohio, and regularly collects or attempts to collect
26 debts owed or due or asserted to be owed or due another, and is a
27 "debt collector" as defined by 15 U.S.C. Section 1692a(6).

FACTUAL ALLEGATIONS

8. Plaintiff(s) repeat, reallege and assert all factual allegations contained in the preliminary statement to this Complaint and reassert them as incorporated in full herein.

9. In 1997 an action was filed against Plaintiff by Unifund for charges allegedly made by Plaintiff under a SILO Charge Account.

10. A copy of the Complaint filed by Unifund is attached as Exhibit 1.

11. Plaintiff vigorously defended the action proving that he had not made any of the alleged charges.

12. The action was accordingly dismissed with prejudice (Exhibit 2).

13. A copy of the TCS dun, dated May 25, 2000, is attached as Exhibit 3. Exhibit 3 illegally attempts to collect the SILO/Unifund account which was the subject of the Dismissal With Prejudice.

14. In 1997 an action was filed against Plaintiff by Unifund for charges allegedly made by Plaintiff under a Montgomery Ward Account.

15. In fact, the Montgomery Ward (Ward) Account had been fully paid by Plaintiff in 1990 as a specific payoff requirement under a mortgage financing agreement with Citibank.

16. In June, 1993, Ward closed the account per the Plaintiff's repeated requests (Exhibit 4).

17. Plaintiff's proof that the account had been fully paid resulted in a February 25, 1999, Dismissal With Prejudice (Exhibit 5).

1 18. A copy of TCS' dun received by Plaintiff during early
2 2000 is attached as Exhibit 6. Exhibit 6 illegally attempts to
3 collect the fully satisfied Ward Account which was the subject of
4 the Dismissal With Prejudice reflected in Exhibit 5.

5 19. Defendants' attempts to collect on claims/debts
6 invalidated by prior adjudications were in violation of both FDCPA
7 §§ 1692e(2)(A) and (10) and FDCPA § 1692f. Kimber v. Federal
8 Financial Corp., 668 F. Supp. 1480, 1487-89 (M.D. Ala. 1987).

9 20. The language contained in Exhibits 3 & 6 provides
10 numerous objective misrepresentations in violation of FDCPA §§
11 1692e and 1692(e) 10. Clomon v. Jackson, 988 F. 2d 1314, 1320-21
12 (2nd Cir. 1993), Bentley v. Great Lakes Collection Bureau, Inc., 6
13 F.3d 60, 62-63 (2nd Cir. 1993), Teng v. Metropolitan Retail
14 Recovery, Inc., 851 F. Supp. 61, 65 (E.D.N.Y. 1994).

15 21. In addition, Exhibits 3 & 6 failed to provide the
16 required FDCPA § 1692g(a) notice.

17 22. The foregoing acts and omissions of Defendants were
18 undertaken by them willfully, maliciously, and intentionally,
19 knowingly, and/or in gross or reckless disregard of the rights of
20 Plaintiff.

21 23. Indeed, the foregoing acts and omissions of Defendants
22 were undertaken by them indiscriminately and persistently, as part
23 of their regular and routine debt collection efforts, and without
24 regard to or consideration of the identity or rights of Plaintiff.

25 24. As a proximate result of the foregoing acts and omissions
26 of Defendants, Plaintiff has suffered actual damages and injury,
27 including, but not limited to, stress, humiliation, mental anguish
28

LAW OFFICES
MITCHELL D. GLINER
3017 W. Charleston Blvd.
Suite 95
Las Vegas, Nevada 89102
(702) 870-8700

1 and suffering, and emotional distress, for which Plaintiff should
2 be compensated in an amount to be proven at trial.

3 25. As a result of the foregoing acts and omissions of
4 Defendants, and in order to punish Defendants for their outrageous
5 and malicious conduct, as well as to deter them from committing
6 similar acts in the future as part of their debt collection
7 efforts, Plaintiff is entitled to recover punitive damages in an
8 amount to be proven at trial.

9
10 CAUSES OF ACTION

11 COUNT I

12 26. The foregoing acts and omissions of Defendants constitute
13 violations of the FDCPA, including, but not limited to, Sections
14 1692e, 1692f and 1692g.

15 27. Plaintiff is entitled to recover statutory damages,
16 actual damages, reasonable attorney's fees, and costs.

17
18 COUNT II

19 28. The foregoing acts and omissions constitute unreasonable
20 debt collection practices in violation of the doctrine of Invasion
21 of Privacy. *Kuhn v. Account Control Technology, Inc.*, 865 F. Supp.
22 1443, 1448-49 (D. Nev. 1994); *Pittman v. J. J. Mac Intyre Co. of*
23 *Nevada, Inc.*, 969 F. Supp. 609, 613-14 (D. of Nev. 1997).

24 29. Plaintiff is entitled to recover actual damages as well
25 as punitive damages in an amount to be proven at trial.

26 . . .

27 . . .

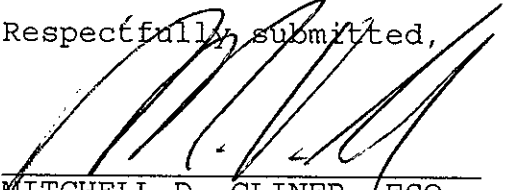
JURY DEMANDED

Plaintiff hereby demands trial by a six-person jury on all issues so triable.

WHEREFORE, Plaintiff prays that this Honorable Court grant the following relief:

1. Award actual damages.
2. Award punitive damages.
3. Award statutory damages of \$1,000 pursuant to 15 U.S.C. § 1692k.
4. Award reasonable attorney fees.
5. Award costs.
6. Grant such other and further relief as it deems just and proper.

Respectfully submitted,


MITCHELL D. GLINER, ESQ.
Nevada Bar #003419
3017 West Charleston Boulevard
Suite 95
Las Vegas, NV 89102
Attorney for Plaintiff

LAW OFFICES
MITCHELL D. GLINER
3017 W. Charleston Blvd.
Suite 95
Las Vegas, Nevada 89102
(702) 870-8700

EXHIBITS

1 Gerald A. Phillips, Esq.
2 Attorney for Plaintiff
3 P.O. Box 20022
4 527 Lander Street
5 Reno, Nevada 89515
6 (702)322-2345

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28
IN THE JUSTICE COURT OF LAS VEGAS TOWNSHIP
IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA

* * * * *

UNIFUND CCR PARTNERS, INC..

Plaintiff,

vs.

FRANK MAGRIN AND SYLVIA MAGRIN,
as husband and wife, AND DOES I-X,

Defendants.

97C - 004635 - 001

Case No.

Dept. No. 2

COMPLAINT

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

COMES NOW, Plaintiff above-named by and through its
counsel, Gerald A. Phillips, Esq., and for a cause of action
against the Defendant, alleges and complains as follows:

I.

That the Plaintiff is an Ohio Corporation, whose
principal place of business is located at 10751 Montgomery Road,
Suite #200, Cincinnati, Ohio, and that the Plaintiff is successor
in interest to SILO CREDIT CORPORATION.

EXHIBIT 1

II.

That the Defendant, FRANK MAGRIN, is an individual who is currently a resident of the County of Clark, State of Nevada.

III.

That the Defendant, SYLVIA MAGRIN, is an individual who is currently a resident of the County of Clark, State of Nevada.

IV.

That the true names or capacities, whether individual, corporate, associate, or otherwise of Defendant DOES I through X are unknown to Plaintiff, who therefore sues said Defendants by fictitious names. Plaintiff is informed and believes and on such information and belief alleges that each of the fictitiously named Defendants is in some way responsible for the damages sustained by Plaintiff in this action.

V.

That Plaintiff and the Defendants entered into an agreement wherein the Plaintiff agreed to provide the Defendant's with a SILO CHARGE ACCOUNT, at the special instance and request of the of the Defendants. That Defendants defaulted in payment to the Plaintiff, and that following default in payment thereto the balance due and owing from the Defendants to Plaintiff is in the sum of \$ 1,092.09, plus unpaid interest accrued prior to the date of breach at the mutually agreed upon contract rate of (16.00%) per annum, and interest accrued from the date of breach at the mutually agreed upon contract rate of (16.00%) per annum until the debt is paid in full.

VI.

That although demand has been made, the Defendants have failed and continue to fail to make payment on said account; that there is now due and owing from the Defendants to the Plaintiff the sum of \$ 1,092.09, plus interest accrued and accrued thereon.

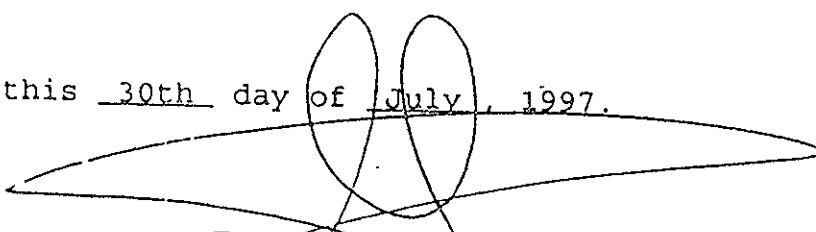
VII.

That it has become necessary for the Plaintiff to pursue this matter through the services of an attorney and that counsel is entitled to a reasonable attorneys' fee therefor.

WHEREFORE, Plaintiff prays for Judgment against the Defendants as follows:

1. For the sum of \$ 1,092.09, plus interest accrued and accrued thereon as set out above;
2. For reasonable attorneys' fees;
3. For costs incurred or to be incurred;
4. For such other and further relief as to this Court may deem just and proper in the premises.

DATED this 30th day of July, 1997.


GERALD A. PHILLIPS, ESQ. #3871
Attorney for Plaintiff
527 Lander Street
P. O. Box 20022
Reno, Nevada 89515 (702) 322-2345

1 GERALD A. PHILLIPS, ESQ.
2 Nevada Bar # 3871
3 P.O. Box 20022
4 527 Lander Street
5 Reno, Nevada 89515
6 (775)322-2345

7 Attorney for Plaintiff

FILED
FEB 25 2 13 PM '99
JUDGE
BY LAS VEGAS NEVADA
DEPUTY

8
9 IN THE JUSTICE COURT OF LAS VEGAS TOWNSHIP
10 IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA
11

12 -oOo-

13 UNIFUND OCR PARTNERS, INC.

14 Plaintiff,

Case No. 97C-004635-001

15 vs.

Dept. No. 2

16 FRANK MAGRIN
17 AND DOES I-V,

18 Defendant,
19 _____

20 STIPULATION TO DISMISS WITH PREJUDICE

21 COMES NOW, UNIFUND OCR PARTNERS, INC., ("Plaintiff") by and through counsel
22 GERALD A. PHILLIPS, ESQ. and FRANK MAGRIN, ("Defendant"), who hereby stipulate to the
23 following:
24

- 25 1. Plaintiff agrees to dismiss the above referenced action with prejudice.
- 26 2. Both the Plaintiff and the Defendant agree to bear their own costs in this case.

27 DATED this 18 day of Feb 1999.

28

FRANK MAGRIN
In Proper Person

GERALD A. PHILLIPS, ESQ.
Attorney for Plaintiff

The Credit Store

Business hours:

Monday - Thursday 7 a.m. to 9 p.m. CST

Friday 7 a.m. to 3:30 p.m. CST

Saturday 8 a.m. to 12 p.m. CST

3401 N. Louise Ave.
Sioux Falls, South Dakota 57107
1-800-227-3418

May 25, 2000

FRANK MAGRIN
1807 EASTWOOD DR
LAS VEGAS NV 89104-

Re: Original Lender: SILO
Original Account Number: 703101022224410
Social Security Number: 102222441
Origination Number: 7791326

This letter is in response to the recent inquiry received regarding the above referenced account. The Credit Store, Inc. purchased a portfolio of accounts from UNIFUND. This portfolio included your old debt in the amount of \$1,474.32 with a principal balance of \$1,092.09 and the interest balance equaling \$382.23.

Please send your payment to one of the following addresses:

The Credit Store, Inc.
PO Box 5239
Sioux Falls, SD 57117

If you overnight the payment, please use:
The Credit Store, Inc.
3401 N. Louise Avenue
Sioux Falls, SD 57107

Western Union wiring:
The Credit Store, Inc.
Code City: Bank, SD
Please reference the
origination number.

If you have any questions, please call 1-800-227-3418. Your prompt attention will be appreciated.

Sincerely,

Resolutions Department
The Credit Store, Inc.

A lawsuit to collect this debt may be barred by the statute of limitations. The statute of limitations requires a lawsuit to be filed within a specified period of time. This debt will not be enforced by a court of law in a lawsuit that is not filed within the required period of time.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Montgomery Wara Credit Corporation

P.O. BOX 29111

Shawnee Mission, KS 62201

PHONE: 800-950-0345

June 7, 1993

FRANK MAGRIN

6240 PONDEROSAWAY

LAS VEGAS NV 89118-2602

RE: 858 463 602

DEAR FRANK MAGRIN:

Due to an inadvertent programming discrepancy, we disclosed an incorrect credit line on your May billing statement. The correct credit line on your account is \$0.00.

All other information shown on the statement is accurate.

Please accept our apologies for any inconvenience caused by this matter.

Very truly yours,

Mr. B. E. Richards

Vice-President, Customer Satisfaction

EXHIBIT 4

GERALD A. PHILLIPS, ESQ.
Nevada Bar # 3871
P.O. Box 20022
527 Lander Street
Reno, Nevada 89515
(775)322-2345

Attorney for Plaintiff

FILED
FEB 25 2 12 PM '99
JUDICIAL COURT
BY LAS VEGAS NEVADA
DEPUTY

IN THE JUSTICE COURT OF LAS VEGAS TOWNSHIP
IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA

-oOo-

UNIFUND CCR PARTNERS, INC.

Plaintiff,

Case No. 97C-001963-001

vs.

Dept. No. 6

FRANK MAGRIN
AND DOES I-V,

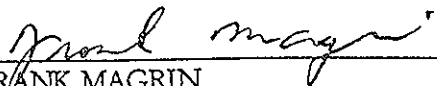
Defendant,

STIPULATION TO DISMISS WITH PREJUDICE

COMES NOW, UNIFUND CCR PARTNERS, INC., ("Plaintiff") by and through counsel
GERALD A. PHILLIPS, ESQ. and FRANK MAGRIN, ("Defendant"), who hereby stipulate to the
following:

1. Plaintiff agrees to dismiss the above referenced action with prejudice.
2. Both the Plaintiff and the Defendant agree to bear their own costs in this case.

DATED this 18 day of FEB. 1999.


FRANK MAGRIN
In Proper Person

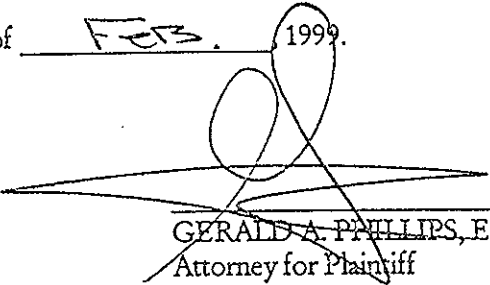
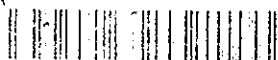
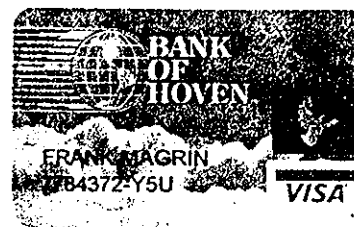

GERALD A. PHILLIPS, ESQ.
Attorney for Plaintiff

EXHIBIT 5

The Credit StoreP.O. Box 5217
Sioux Falls, SD 57117**NOTICE:**Time sensitive information on
reverse side regarding
your legal rights.FRANK MAGRIN
1807 EASTWOOD DR
LAS VEGAS NV 89104-**WE'RE WAITING FOR YOUR CALL!**
1-800-726-0527**SPECIAL CONFIRMATIONS**

- ☒ DEBT ASSIGNMENT
- ☒ NEW CREDIT OPPORTUNITY
- ☒ POSTAGE PAID RECEIPT

Dear FRANK,

The following account of yours has been purchased by
The Credit Store, Inc from UNIFUND CCR PARTNERS

Original Lender MONTGOMERY WARD		Original Account # 855463602	
TCS Reference #: 7784372-Y5U	Principal Due: \$ 731.27	Interest Due: \$ 25.64	Total Balance Due: \$ 737.91

The Credit Store® is giving you an opportunity to create a relationship with us that will allow you to **pay off this debt by making low monthly payments**. The Credit Store® is offering you the additional benefits of an **UNSECURED VISA®**, on which you will have the opportunity to establish a positive credit history by making timely and consistent payments. Join the others who have realized that working with The Credit Store® can help build positive credit from a past, frustrating account.

Here are just some of the benefits waiting for you...

- Credit Report shows new Credit Line
- Opportunity for Credit Line Increases
- Debt is transferred to your own Visa®
- The Credit Store® becomes a personal credit reference for additional credit needs.

An Unsecured Visa®

- First Year Annual Fee Waived
- No Cash Deposit Required
- No Processing Fee
- No Application Fee

1-RTY-LH-2201 12:09

SEND IN THIS REQUEST FOR MORE INFORMATION OR CALL ONE OF OUR FRIENDLY REPRESENTATIVES AT 1-800-726-0527.

FIRST NAME (PRINT)	MIDDLE INITIAL	LAST NAME	HOME PHONE NUMBER ()	APR 11 2001
CREDIT CARD NUMBER			DATE OF BIRTH (MM/DD)	
CITY, STATE, ZIP			CITY, STATE, ZIP	
EXHIBIT 6				